



महाराष्ट्र MAHARASHTRA

2023

76AA 125737

प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क्र. ८००००२४
26 OCT 2023
सक्षम अधिकारी

MEMORANDUM OF UNDERSTANDING

श्रीम. एन. एस. सांगळे

This Memorandum of Understanding (MOU) is made and entered into on 07th November 2023

BETWEEN

Maharashtra State Skills University having its office at 1st Floor, Elphinstone Technical School, 3, Mahapalika Marg, Dhobi Talao, Mumbai – 400 001, a Skill University established and governed by the Maharashtra State Skills University Act, 2021 (hereinafter referred to as 'MSSU'), of the **First Part**;

AND

Ghanshyamdas Saraf College of Arts and Commerce, established under the umbrella of the Rajasthani Sammelan Education Trust, having its registered office at RSET Campus, S.V. Road, Sunder Nagar, Malad West, Mumbai 400064, (hereinafter referred to as the 'GSCC'), through their authorised signatory which expression shall unless repugnant to the context or meaning thereof includes its successors and permitted assigned, of the **Second Part**;

MSSU and GSCC are hereinafter referred individually as 'Party' and collectively as 'Parties'.

जॉइंट फॉर्म - २ Annexure - II

दस्तावेजा प्रकार	
दस्त नोंदणी करणार आहेत का ?	YES/NO
मिळवणीचे तारीख	7 NOV 2023
मुद्रांक विक्रीचे घेण्यासाठी ठिकाण	महाराष्ट्र राज्य कौशल्य विद्यापीठ पहिला मजला, एलिफंटन टेक्निकल हायस्कूल, मेट्रो चौक, मुंबई-४००००९.
दुसऱ्या पक्षाकडचे शर्त	MISSU
हस्ता अस्तित्वात राखणे काय करणार	
मुद्रांक शुल्क रक्कम	
मुद्रांक विक्री नोंद घेई अमु. क्रमांक/दिनांक	390
मुद्रांक विक्री घेण्यासाठी खर्च	
मुद्रांक विक्रीच्याही रक्कम	सी. सी. बाबासाहेब
परवाना क्रमांक : ८००००००८३	
मुद्रांक विक्रीचे ठिकाण : दि. ०७/११/२०२३ रोजी मेट्रो चौक, मुंबई येथील एलिफंटन टेक्निकल हायस्कूल, महाराष्ट्र राज्य कौशल्य विद्यापीठ, मुंबई येथील मुद्रांक विक्री घेण्यासाठी ठिकाण.	7 NOV 2023
ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक खरेदी केल्यापासून ६ महिन्यांत बापटणे भरवावकारक आहे.	

WHEREAS, MSSU is established under the provisions of the Maharashtra State Skills University Act, 2021 and is one of the State Skills Universities in India, providing skilling, education, research, incubation and consultancy in various areas of Technology, Science, Humanities and Social Sciences, etc.;

WHEREAS, GSCC, founded in 1983 is a student can pursue any program from the Institute which Degree courses including 14 UG and 5 PG courses. These programs are offered in Full Time mode. Ghanshyamdas Saraf College of Arts and Commerce is a reputed institute for B.Com, M.Com, B.Sc., B.A., B.M.M., BBM/BMS, M.A. courses. Students can chose from these programs to pursue their career in higher studies

AND WHEREAS, GSCC is keen to partner with MSSU to set up preincubation and startup centres as well as skill centres with an aim to train and upskill students and make them relevant candidates to meet the needs of the industry today.

THEREFORE, the Parties herein, in accordance with the terms detailed below have agreed to enter into this Memorandum of Understanding.

By this MOU, the Parties hereto have decided to cooperate; collaborate and further agree as under:

1 Objective:

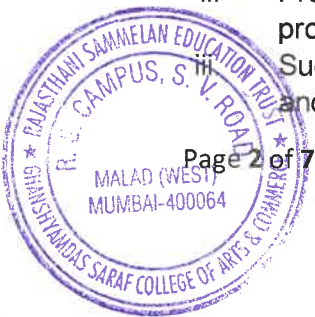
- i. To institutionalize a skill center that focuses on providing specialized training and education to students and professionals in specific skill areas.
- ii. Enhance employability and bridge the gap between academia and industry requirements.
- iii. Facilitate collaboration between the university and the institute in terms of sharing resources, expertise, and infrastructure.
- iv. Establish partnerships with industry stakeholders, including companies, organizations, and employers, to align the skill center's training programs with industry needs and provide students with practical exposure and internships.
- v. Deliver high-quality skill development programs such as faculty development initiatives, training of trainers, curriculum design, and the adoption of modern teaching methodologies and technologies.

2 Roles and responsibilities of MSSU:

- i. Develop the courses and programs for capacity building training and propose them to the appropriate University authorities for approval.
- ii. MSSU shall provide capacity building for faculty of GSCC on skill-based courses.
- iii. Conduct masterclasses/short duration trainings at GSCC on paid basis.
- iv. Conduct examinations and assessment of participants enrolled and provide relevant certification.
- v. Collect the course fee as may be mutually agreed and as per the rules and regulations laid down by MSSU from time to time.

3 Roles and Responsibilities of GSCC:

- i. Provide inputs on the upgradation of course content from time to time.
- ii. Provide suitable enrollment of students their applications for enrolment into the program.
- iii. Suggest additional faculty/trainers/guest faculty if required by the course/programme, and conduct master classes for students and faculty.



- iv. Provide the infrastructure to conduct the trainings and examination
- v. Identify one Head and one Coordinator for the skill center to be nominated for the program as liason representative between Institute and MSSU for the efficient management of the programs.
- vi. Conduct the activities within the provided timelines provided by MSSU from time to time.
- vii. Provide requisite time slot in the academic calendar to conduct the program in their premises.

4 Joint Responsibilities of MSSU and GSCC

- i. The Parties shall create a committee of 4 members which shall comprise:
 - a) 2 members nominated by GSCC and
 - b) 2 members nominated by the Hon'ble Vice Chancellor of MSSU
- ii. The committee shall be responsible for reviewing and continuous monitoring of the course and delivery
- iii. The Chair of the Committee shall be nominated by the Hon'ble Vice Chancellor of MSSU.
- iv. The Fee amount and structure for the programs will be decided by the joint committee established hereunder.

5 Relationship between the Parties:

Nothing in this MOU shall be construed to make either Party a partner, an agent or legal representative of the other for any purpose.

The Parties hereby agree that they are not bound exclusively by this MOU and shall be at liberty to enter into any separate agreement or arrangement with any third party without reference to the other Party. However, each Party will disclose similar agreement or arrangement if entered or done with third party.

6 Consideration:

Both Parties hereby agree that this is a non-financial arrangement between the Parties and neither Party is liable to pay the other or be paid for the activities being carried out under this MOU.

7 Term/Duration and Termination:

This MOU shall come into force on the date of its signing by the authorized representatives of the Parties hereto and shall remain in force for a period of 3 (three) years and thereafter, it may be renewed with mutual consent of the Parties in writing either wholly or partially.

Either Party may terminate this MOU for breach of any terms and conditions of this MOU by giving 30 (thirty) days' prior written notice (subject to completion of course) of its intent to terminate this MOU to the other Party, except that Party will be obligated to perform its outstanding obligations hereunder up to the date of termination.

All obligations of the Parties shall deem to continue till the completion of the program/course commenced in event of an earlier termination.



8 Dispute Resolution:

Any difference or dispute arisen between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this MOU shall be settled amicably through mutual consultation and/or negotiation between the Parties, without recourse to any third party.

In event that the dispute is not resolved amicably through negotiations, it shall be referred to Arbitration under the Arbitration and Conciliation Act, 1996. MSSU and GSCC shall mutually appoint the sole Arbitrator whose decision shall be final in this regard. The place of Arbitration will be Mumbai.

9 Confidentiality:

Each Party agree to hold in confidence all information/data designated as confidential, which is obtained/disclosed from the disclosing Party and will not disclose the same to any third party without written consent of the disclosing Party. The confidentiality obligations of both Parties contained in this clause shall remain binding on both Parties during the term and for a period of one (1) year after completion or termination of this MOU, regardless of the cause of such termination. Each Party shall understand to observe the confidentiality and secrecy of documents, information and other data received from or given to the other Party during the period of the implementation of this MOU or any other arrangements made pursuant thereto.

10 Intellectual Property:

Each Party shall retain exclusive interest in and ownership of its Intellectual Property developed before this MOU or developed outside the scope of this MOU. The protection of intellectual property rights shall be enforced in conformity with the laws, rules and regulations in force from time to time.

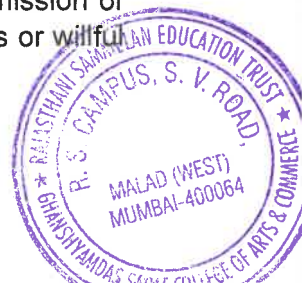
Each Party may use trademark and device mark of the other Party for the purposes of this MOU with the prior written approval of other Party.

Both Parties agree to immediately return all data including documents, information, reports and summaries whether written or oral, in electronic or hard copies, provided by one Party to the other Party after completion or termination of the MOU.

The Academic structure, courses and curriculum jointly created under this MoU shall be the Intellectual Property of both the parties.

11 Indemnity

GSCC will indemnify and hold MSSU harmless against any claim, action, demand, loss, damage, cost, expense, liability or penalty arising out of any act, failure to act, omission or decision by GSCC or employee of GSCC or its Member, other than an act of gross or willful negligence by MSSU.



12 Contacts:

Each Party hereby designates and appoints its representative with overall responsibility for implementing this MOU and the representatives are duly authorized to sign the MOU.

Single Point of contact from MSSU will be R. K. Lawande

Single Point of contact from GSCC will be **Dr. Ashwat R Desai** in his capacity as **Principal**

13 Notice:

The Parties may, by written notice to the other Party, designate additional or different person as Point of contact but the Parties expect to have only one person at a time designated as the person with overall responsibility for all activities undertaken pursuant to this MOU.

For GSCC

Name: **Dr. Ashwat R Desai**

Designation: **Principal**

Address: **RSET Campus, S.V. Road, Sunder Nagar, Malad West, Mumbai 400064**

For MSSU

Name:

Designation:

Address: Maharashtra State Skills University, 1st Floor, Elphinstone Technical School, 3, Mahapalika Marg, Dhobi Talao, Mumbai – 400 001

14 Governing Law and Jurisdiction:

This MOU is to be construed, performed and enforced in accordance with the laws of India with exclusive jurisdiction of the Courts of Mumbai, India.

15 Miscellaneous:

Both the Parties will review the activities on quarterly basis at the place/location agreed mutually.

- 14.1. **Severance:** Any provision of this MOU which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction. Accordingly, this MOU shall be construed as if such portion had not been inserted and the remaining provisions of this MOU shall remain in full force and effect.

- 14.2. **Survival :** All obligations of the Parties shall be enforceable and legally binding till the completion of the course/program initiated under this MoU past the expiration, termination or completion of the MoU



- 14.3. **Force Majeure:** No Party shall be liable to the other if, and to the extent, that the performance or delay in performance of any of its obligations under this MOU is prevented, restricted, delayed or interfered with, due to circumstances beyond the reasonable control of such Party, including but not limited to, Government legislations, fires, storms, floods, explosions, epidemics, earthquakes, pandemics, accidents, acts of God, any other natural calamities, wars, riots, strikes, lockouts or other concerted acts of workmen, acts of Government. The Party claiming an event of force majeure shall promptly notify the other Party in writing and provide full particulars of the cause or event and the date of first occurrence thereof, as soon as possible after the event and also keep the other Party informed of any further developments. The Party so affected shall use its best efforts to remove the cause of non-performance and the Party shall resume performance as soon as such cause is removed.
- 14.4. **Waiver:** Except as otherwise provided in this MOU, failure on the part of either Party to exercise any right hereunder or to insist upon strict compliance by the other Party with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such right, term, covenant or condition.
- 14.5. **Amendments:** No Party shall be bound by any modification or amendment of this MOU unless such modification or amendment is set forth in a written instrument signed by both the Parties.
- 14.6. **No Assignment:** Neither of the Party to this MOU will assign the MOU to any third party without prior written consent of other Party.
- 14.7. **Further Acts and Assurances:** Each Party agrees to execute and deliver all such further instruments and to do and perform all such further acts and things, as shall be necessary and required to carry out the provision of this MOU and to consummate the transactions contemplated herein.
- 14.8. **Entire MOU:** This MOU constitutes the entire MOU between the Parties with respect to the subject matter hereof as of the date hereof and supersedes all prior oral and written discussions and understandings between them with respect to the subject matter hereof.

Signed for and on behalf of:

**Rajasthani Sammelans Ghanshyamdas
Saraf College of Arts and Commerce**

**Name: Dr. Ashwat R Desai
Designation: Principal**

Signed for and on behalf of:

Maharashtra State Skills University

**Dr. (Prof) Apoorva Palkar
Vice Chancellor**



Stalware

Dr. Rajendra Talware
Registrar (IC)

Witness 1:

Witness 1:

Prof Hardikar

Name: Prof Alok Hardikar
Designation: Assistant Professor

Name: R. K. Lawande
Designation: Head of Skill Departments

Witness 2:

Dr. Patil

Name: Dr. Rajendra Patil
Designation: Assistant Professor

Witness 2:

Sandeep K Jain

Name: SANDEEP JAIN
Designation:

